



Hawaii Public Housing Authority
State of Hawaii

RFP No. CO-2019-30

Request for Proposals to Furnish Various Consulting Service

Issued November 1, 2019



Notice to Offerors
(Chapter 103D, Hawaii Revised Statutes)

REQUEST FOR PROPOSAL (RFP) No. CO-2019-30

Notice is hereby given that pursuant to chapter 103D, Hawaii Revised Statutes ("HRS"), the Hawaii Public Housing Authority ("HPHA"), will be accepting sealed proposals for **Various Consulting Services to include 1) Section 8 Performance-Based Contract Administration, 2) Quality Control Service Review of Tenant Income Recertification Files for the State and Federal Low Income Public Housing Program, 3) As-Needed Low Income Housing Tax Credit Training, and 4) As-Needed Rental Assistance Demonstration Services.**

The Request for Proposal may be picked up at the HPHA's Contract and Procurement Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 or downloaded at the HPHA website at www.hpha.hawaii.gov beginning Friday, November 1, 2019.

The HPHA Contract and Procurement Office will conduct a Pre-Proposal Conference at 9:00 a.m. Hawaii Standard Time (HST) at the HPHA Building B Conference Room located at 1002 North School Street, Honolulu, Hawaii 96817, Wednesday, November 6, 2019. Teleconference arrangements is available upon request to the RFP Coordinator by 3:00 p.m. HST, Tuesday, November 5, 2019. The HPHA strongly recommends that all interested offerors attend the Pre-Proposal Conference.

Sealed proposals shall be received at the HPHA Central Files Office at 1002 N. School Street, Bldg. D, Honolulu, Hawaii 96817 until 4:00 p.m. HST, Friday, November 22, 2019. Electronic mail and facsimile transmissions **shall not** be accepted. The official proposal receipt time shall be the time stamped in at the HPHA Central Files Office. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mail-in proposals delivered by the United States Postal Service **must be received** not later than 4:00 p.m. HST, Friday, November 22, 2019.

The HPHA reserves the right to reject any or all proposals and to accept the proposals in whole or part in the best interest of the State. Questions relating to this solicitation shall be directed to Ms. Tammie Wong, RFP Coordinator at (808) 832-6071.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director



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Section 1

Administrative Overview

Section 1

Administrative Overview

I. Authority

The Hawaii State Legislature established the Hawaii Public Housing Authority ("HPHA") under chapter 356D, Hawaii Revised Statutes (HRS). The HPHA provides low income housing in the State of Hawaii and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic of the State of Hawaii. The HPHA's role is to address the housing needs of families in Hawaii. The HPHA seeks to competitively procure various consulting services to include 1) Section 8 Performance-Based Contract Administration (PBCA), 2) Quality Control Service Review (QC) of Tenant Income Recertification Files for the State and Federal Low Income Public Housing Program, 3) As-Needed Low-Income Housing Tax Credit (LIHTC) Training, and 4) As-Needed Rental Assistance Demonstration (RAD) Services.

A determination has been made that the HPHA is unable to secure services through a low bid process. Factors included in the determination were 1) Price is not the primary consideration in determining an award; 2) The resulting Contract needs to be other than a fixed-price type; 3) The specifications for the services cannot be sufficiently described through a low bid process; 4) Oral or written discussions need to be conducted with Offerors concerning their proposals; 5) Offerors may need to revise their proposals, including price; and 6) The award needs to be based on a comparative evaluation in order to determine the most advantageous offer to the State. To that end, a low bid process is not practicable to the HPHA to the various consulting services required.

This Request for Proposal ("RFP") is issued under the provisions of chapter 103D, HRS and the related administrative rules, and the United States Department of Housing and Urban Development's ("HUD") regulations. Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any Offeror shall constitute admission of such knowledge on the part of such Offeror.

II. RFP Organization

This RFP is organized into five (5) sections:

Section 1 Administrative Overview – Provides an overview of the procurement and contracting process.

Section 2 Scope of Work and Specifications – Provides a general description of the tasks to be performed, delineates Offeror's responsibilities, and defines deliverables as applicable.

Section 3 Proposal Form and Instructions – Describes the required format and content for the proposal.

Section 4 Proposal Evaluation & Award– Describes how proposals will be evaluated.

Section 5 Attachments

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and issuing the Contract resulting from this RFP. The Contracting Office is:

Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6038

The RFP Coordinator or her designated representative is listed below:

Ms. Tammie Wong
Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817

Telephone: (808) 832-6071
Fax: (808) 832-6039
Email: tammie.y.wong@hawaii.gov

The HPHA reserves the right to change the RFP Coordinator without prior written notice.

A Contract Administrator is designated for each service component and will be responsible for administering and monitoring the services performed under the Contract specific for each service component. The designated Contract Administrator or his/her designated representative is as follows:

Service Component	Contract Administrator	Responsible Office
Section 8 Performance Based Contract Administration	Ms. Katie Pierce	Section 8 Subsidy Program
Quality Control Service Review of Tenant Income Recertification Files	Ms. Mary Jane Hall-Ramiro	Property Management and Maintenance Services Branch

Cont'd

Service Component	Contract Administrator	Responsible Office
Low Income Housing Tax Credit Training	Ms. Shirley Befitel	Human Resources Office
Rental Assistance Demonstration	Mr. Kevin Auger	Office of the Executive Director

The HPHA reserves the right to change the Contract Administrators. Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Successful Offeror. Once the Successful Offeror has assumed management responsibilities for the properties, all communications regarding approvals, reports, and requests will be directed to the Contract Administrator.

IV. Procurement Timeline

Activity	Scheduled Dates
Public notice announcing RFP	Nov. 1, 2019
Distribution of proposal specs/proposal form	Nov. 1, 2019
Pre-Proposal Conference	Nov. 6, 2019
Deadline to submit written inquiries	Nov. 7, 2019
State response to written inquiries	Nov. 12, 2019
Proposal submittal deadlines	Nov. 22, 2019; 4:00 p.m. HST
Proposal review	Nov./Dec. 2019
Notice of award	December 2019
Contract execution	December 2019
Start of services	January 1, 2020

The HPHA reserves the right to amend or revise the procurement timeline without prior written notice when it is in the best interests of the State.

V. Pre-Proposal Conference

The HPHA Contract and Procurement Office will conduct a Pre-Proposal Conference at 9:00 a.m. Hawaii Standard Time (HST) at the HPHA Building B Conference Room located at 1002 North School Street, Honolulu, Hawaii 96817, Wednesday, November 6, 2019. Teleconference arrangements are available upon request to the RFP Coordinator by 3:00 p.m. HST, Tuesday, November 5, 2019. The HPHA strongly recommends that all Offerors attend the Pre-Proposal Conference.

Prior to submittal of the proposal, it is highly recommended that Offerors inspect the properties to familiarize themselves with existing conditions, and the extent and nature of work to be performed. No additional compensation will be allowed by reason of any misunderstanding or error regarding services to be performed.

Impromptu questions will be permitted at the Pre-Proposal Conference and site

inspection and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended for general guidance purposes. Written formal official responses to substantive questions will be provided to each registered Offeror as set forth in Section VI below not later than Tuesday, November 12, 2019. Any changes to the RFP will be issued as an addendum to this RFP.

VI. Submission of Questions

Offerors may submit questions to the RFP Coordinator identified in Section 1 of this RFP. The deadline for submission of written questions is Thursday, November 7, 2019. All written questions will receive a written response from the HPHA. The HPHA does not guarantee receipt of questions submitted via electronic mail. The HPHA's response to written questions shall be issued as an addendum to the RFP and will be sent to all registered Offerors via mail, electronic mail or facsimile not later than Tuesday, November 12, 2019.

VII. Submission of Sealed Proposals

- A. **Forms/Formats.** Proposal forms and formats such as price proposal are included in Section 3 – Proposal Forms and Instructions.

Offerors shall also follow the U.S. Department of Housing and Urban Development Instructions to Offerors Non-Construction Form HUD 5369-B and Certifications and Representations of Offers Non-Construction Contract, Form HUD 5369-C. The instructions can be downloaded from HUD Clips at www.hudclips.org and is an attachment to this proposal. See Attachments 1 and 2.

- B. **Proposal Submittal.** Sealed proposals shall be received by the HPHA Central Files Office at 1002 N. School Street, Bldg. D, Honolulu, Hawaii 96817 not later than 4:00 p.m. HST, Friday, November 22, 2019. The official receipt time of mailed-in and hand-delivered proposals shall be the recorded time using the HPHA time stamp clock. Deliveries by mail/courier services, including without limitation United States Postal Services and Federal Express, shall be considered hand deliveries. **Electronic submissions such as electronic mail and facsimile transmissions shall not be accepted.**

Sealed Proposals should be addressed to:

Hawaii Public Housing Authority
1002 N. School Street
Central Files Office, Building D
Honolulu, Hawaii 96817
Attn: Ms. Tammie Wong, RFP Coordinator

Proposals received after 4:00 p.m. HST, Friday, November 22, 2019 shall not be accepted.

The register of proposals listing proposals received shall be available for public inspection after the award of the Contract.

- C. **Pre-opening Modification or Withdrawal.** Proposals may be modified or withdrawn prior to the deadline for submittal of proposals by written notice to modify or withdraw the proposal. All requests for modifications shall be sealed, accompanied by the actual modifications to the proposals and signed by an authorized representative in accordance with section 3-122-16.07, Hawaii Administrative Rules (HAR).

The written request must be submitted to the HPHA, Contract and Procurement Office, 1002 North School Street, Bldg D, Honolulu, Hawaii 96817 and time stamped by the HPHA. Modifications and/or withdrawals shall be clearly marked and must be received by the HPHA not later than 4:00 p.m. HST, Friday, November 22, 2019.

- D. **Wages and Labor Law Compliance.** Prior to entering into a Contract in excess of \$25,000, an Offeror shall certify that it complies with section 103-55, HRS, wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Offeror shall be obligated to provide such increased wages.

Offerors shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 3.

The Successful Offeror shall be further obligated to notify his employees performing work under this Contract regarding the provisions of section 103-55, HRS, and the current wage rates for public employees performing similar work. The Successful Offeror may meet this obligation by posting a written notice to this effect in the Successful Offeror's place of business in an area accessible to all employees.

Offerors are strongly encouraged to account for salary increases as posted by the State Department of Human Resources Development (DHRD). The **HPHA will consider requests for increases as a result of wage increases to public officers and employees during the contract period or any option period that are not published.** At the release of this solicitation, the wages effective July 1, 2019 for State employees performing similar work have been published by the DHRD and are

available at <http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/>.

If wages increase after the execution of the Contract, the Successful Offeror may request an increase in contract price in order to correspondingly increase the wages of the Offeror's employees performing the work, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Offeror shall not be compensated for any reimbursement of retroactive pay negotiated by the State. The Successful Offeror's request for the increase must meet the following criteria:

1. If the Successful Offeror's hourly wage rate is greater than the prevailing State wage at the time of the offer submittal, the Successful Offeror's requests for increase will not be considered.
2. The Successful Offeror must or must have provided documentation to show that it is in compliance with section 103-55, HRS, that its employees are being paid no less than the known wage of the listed State position. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this Contract.
3. Request for an increase must be made in writing to the HPHA on a timely basis:
 - a. Request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved requests will be retroactive to the date of increase for the State employees with adequate documentation that the Successful Offeror provided its employees a wage increase.
 - b. Request for increase in an option period of the Contract must be made prior to the start of the option period. To obtain the current wage information, download the information from the Department of Human Resource Development website at the following address:

<http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/>

It is the sole responsibility of the Successful Offeror to comply with section 103-55, HRS.

- E. **Confidential Information.** If an Offeror believes that any portion of a proposal contains information that should be withheld as confidential, the Offeror shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support the designation of confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal documents to facilitate eventual public inspection of the non-confidential sections of the proposal documents. Note that **price and the provision of the minimum required services are not considered confidential and will not be withheld.**

Offerors that chose to identify portions of their proposal as confidential shall be responsible to ensure that the price and minimum services are not included.

- F. **Exceptions.** Offerors shall list in their proposal any exceptions made to the terms, conditions, specifications, or other requirements listed herein. Offerors must reference the RFP section where the exception is made, provide a description of the exception, and any proposed alternative. The HPHA shall retain the right to grant exceptions to discretionary policies. Requests for exceptions to State, Federal, or local laws shall not be approved.
- G. The HPHA will not warrant that information marked "confidential" is protected from disclosure. Information shall be made confidential as permitted by law.

VIII. Discussion with Offerors Prior to Proposal Submission

Discussions may be conducted with Offerors to promote understanding of the HPHA requirements.

IX. Opening of Proposals

Upon receipt of proposals by the HPHA at the designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date and time-stamped. All documents so received shall be held in a secure place by the HPHA and shall not be examined for evaluation purposes until the submittal deadline. Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties. Sealed proposals shall not be opened publicly.

X. Additional Materials and Documentation

Proposal samples or descriptive literature should not be submitted unless specifically requested within the RFP. Any unsolicited documentation, literature,

samples or brochures will not be examined or tested and will not be deemed to vary any of the provisions of this RFP.

XI. RFP Amendments

The HPHA reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals. Offerors will be notified of the availability of amendments through verbal or written communication.

XII. Additional Terms and Conditions

The HPHA reserves the right to add terms and conditions during contract negotiations and discussions. These terms and conditions may be within the scope of the RFP and will not affect the proposal evaluation.

XIII. Cancellation of the Request for Proposals

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when determined by the HPHA to be in the best interest of the State.

XIV. Costs for Proposal Preparation and Verification

Any costs incurred by Offerors in preparing or submitting a proposal are the Offeror's sole responsibility. Any costs incurred by the Successful Offeror prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the RFP shall be the Offeror's sole responsibility.

Offerors shall ensure that the HPHA is provided with the written authorization(s) necessary to verify information provided in the Offeror's proposal.

XV. Mistakes in Proposals

While Offerors are bound by their proposals, circumstances may arise where a correction or withdrawal of proposals is proper. An obvious mistake in a proposal may be corrected or withdrawn or waived by the Offeror to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other Offerors. Mistakes in proposals shall be handled as provided for in section 3-122, HAR, and HUD requirements as specified in HUD Handbook 7460.8.

XVI. Rejection of Proposals

The HPHA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in this RFP and which

demonstrate an understanding of the service specifications. A proposal may be rejected without further notice if it is:

1. Determined to be unreasonable in price, including the total price of the proposal and the prices for individual items as well; or
2. Determined to offer a set of terms or conditions that are contradictory to the minimum requirements included in this RFP.

XVII. Notice of Award

After proposal evaluation and verification that the highest ranked Offeror demonstrates compliance with section 3-122-112, HAR, Responsibility of Offeror, a Notice of Award will be issued to the highest ranked Offeror indicating that the Offeror has been selected to provide the various consulting services under this RFP.

The Successful Offeror receiving an award shall be required to enter into four (4) formal written Contracts, one (1) contract for each service component. See Attachments 4 through 11.

Any Contract arising out of this solicitation is subject to the approval by the Department of the Attorney General as to form, and to all further approvals, including the approval of HUD as may be required by State statute, federal regulation, rule, order or other directive.

No work is to be undertaken by the Successful Offeror prior to the issuance of a Notice to Proceed. The HPHA is not liable for any work, contract, costs, expenses, loss of profits or any damages whatsoever incurred by the Successful Offeror prior to the issuance of the Notice to Proceed.

XVIII. Protests

Pursuant to section 103D-701, HRS, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by chapter 103D, HRS.
- (2) A state purchasing agency's failure to follow any rule established by chapter 103D, HRS.

- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be mailed by United States Postal Service (USPS) or hand delivered to the head of the State Contracting Office conducting the protested procurement and the Procurement Officer who is conducting the procurement as indicated below within five (5) business days after the aggrieved person knows or should have known of the facts giving rise thereto. A protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of Offerors. Further provided that a protest of an award or proposed award shall be submitted within five (5) days after the posting of award of the contract. Protests are deemed submitted upon receipt by the State Contracting Office. Any notice of award resulting from this solicitation shall be posted on the Hawaii Awards & Notices Data System on the State Procurement Office website at <https://hands.ehawaii.gov/hands/welcome>.

Head of State Contracting Office	Procurement Officer
Name: Mr. Hakim Ouansafi	Name: Mr. Rick T. Sogawa
Title: Executive Director	Title: Procurement Officer
Mailing P.O. Box 17907	Mailing P.O. Box 17907
Address: Honolulu, Hawaii 96817	Address: Honolulu, Hawaii 96817
Business 1002 N. School St, Bldg. E	Business 1002 N. School St, Bldg. D
Address: Honolulu, Hawaii 96817	Address: Honolulu, Hawaii 96817

XIX. Availability of Funds

All offerors are hereby notified that the award of a Contract and any allowed Contract renewal or extension is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to chapter 37, HRS, and is subject to the availability and allotment of State and/or Federal funds. The HPHA shall retain the authority to cancel an award and/or not exercise the option periods due to the lack of available funds.

XX. Monitoring and Evaluation

The Successful Offeror's performance under the Contract will be monitored and evaluated through personal observation, site inspection, and/or other methods as deemed appropriate by the HPHA Contract Administrator or his/her designated representative(s), including without limitation HUD, the HPHA auditors, the State Legislature, and/or other designated representatives.

The HPHA will periodically submit a report to the Successful Offeror listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) must be corrected or implemented within the period as indicated in the notice issued by the HPHA.

Failure to comply with the terms of the Contract may be cause for suspension or termination as provided in the General Conditions. See Attachment 10. The Successful Offeror may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the Scope of Work and shall continue for a duration of time as deemed necessary by the HPHA.

XXI. General and Special Conditions of Contract

The General Conditions that will be imposed contractually are included as an attachment. The State's General Conditions set forth in Attachment 10 may also be found on the State Procurement Office (SPO) website at www.spo.hawaii.gov. The HUD General Conditions set forth in Attachment 11 may also be found on the HUD website at www.hud.gov. In the event there is a conflict between the State and Federal General Conditions, the more restrictive shall apply.

The HPHA may also impose contractually any necessary Special Conditions. See Attachment 9. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make modifications to the Scope of Work and or reporting requirements arising from unforeseeable conditions.

XXII. Cost Principles

The HPHA shall utilize standard cost principles in section 3-123, HAR, which are available on the SPO website. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

XXIII. Campaign Contributions by State and County Contractors Prohibited

If awarded a Contract in response to this solicitation, the Successful Offeror agrees to comply with section 11-355, HRS, which states that campaign contributions are prohibited from a State and County government Contractor during the term of the Contract, if the Contractor is paid with funds appropriated by the legislative body between the execution of the Contract through the completion of the Contract.

(END OF SECTION)

Section 2

Scope of Work

Section 2

Scope of Services

I. Introduction

A. Background

The HPHA has an Annual Contributions Contract with the U.S. Department of Housing and Urban Development (HUD) to perform Section 8 Performance-Based Contract Administration to include Management and Occupancy Reviews (MORs).

Quality control service review of tenant income recertification files will ensure the most recent annual tenant income recertification and related interim tenant recertification leading to the tenant's most recent annual recertification are properly documented and completed in compliance with applicable State and Federal regulations.

The HPHA is currently in a public-private housing partnership to undertake a master planning program to redevelop and revitalize public housing properties in the HPHA portfolio with the intent of utilizing private funds, low-income housing tax-credits and other capital resources. LIHTC training and knowledge will complement the partnership and development plans.

Rental Assistance Demonstration is an initiative of HUD and many stakeholders to preserve public and other HUD-assisted housing by providing owners and Public Housing Agencies with access to additional funding to make needed physical improvements to properties.

B. Purpose or Need

The purpose of this RFP is to secure a qualified individual or firm to provide various consulting services to include 1) Section 8 Performance-Based Contract Administration, 2) Quality Control Service Review of Tenant Income Recertification Files for the State and Federal Low Income Public Housing Program, 3) As-Needed Low Income Housing Tax Credit Training, and 4) As-Needed Rental Assistance Demonstration Services.

C. Funding Source and Period of Availability

Funds are subject to appropriation by the State Director of Finance and/or U.S. Congress and allocation by the Governor and State Legislature and/or HUD. Funding and period of availability may change upon written notice by the HPHA.

It is understood that the Contract shall not be binding, unless the HPHA can document that there is available an unexpended appropriation or balance of

an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. Any Contract entered into as a result of this RFP is binding only to the extent that funds are certified as available and allocated and received by the HPHA. The availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.

It has been determined that there are sufficient funds to pay for the initial term of the Contract and the funds necessary for the option years of the Contract are likely to be available. Pursuant to section 103D-315, HRS, the HPHA reserves the right to cancel the Contract when future funds are not available to support continuation of performance in subsequent Contract periods. Nothing in this RFP shall be interpreted to mean that the State shall be liable to pay for services for the federal public housing program with State funds. However, should an allocation of State funds become available, the State reserves the right to pay for a portion of services using State funds.

II. General Requirements

A. Qualifying Requirements

1. The Successful Offeror shall comply with chapter 103D, HRS, Cost Principles for Purchase of Goods and Services. The Successful Offeror shall also comply with applicable HUD rules as specified in Handbook No. 2210.18.
2. The Successful Offeror shall have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
3. Prior to award of a Contract, the Successful Offeror shall furnish proof of compliance with the requirements of section 3-122-112, HAR:
 - a. Chapter 237, HRS, tax clearance;
 - b. Chapter 383, HRS, unemployment insurance;
 - c. Chapter 386, HRS, workers' compensation;
 - d. Chapter 392, HRS, temporary disability insurance;
 - e. Chapter 393, HRS, prepaid health care; and
 - f. One of the following:
 - 1) Be registered and incorporated or organized under the laws of the State of Hawaii as a "Hawaii business" as follows:

Hawaii business. A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Offeror shall submit a CERTIFICATE OF GOOD STANDING

issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business doing business as a sole proprietorship is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Offeror's status as sole proprietor or other business entity and its business street address will be used to confirm that the Successful Offeror is a Hawaii business.

- 2) Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business") as follows:

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, the Offeror shall submit a *CERTIFICATE OF GOOD STANDING*.

4. Business Office

The Successful Offeror shall have a permanent office in the State where it conducts business and where it will be accessible in person or via telephone calls during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m., HST, to address complaints or requests that require immediate attention. See Attachment 12 for Hawaii State Government Holiday Schedule. An answering service is not acceptable. A permanent office location and phone number shall be stated in the Offeror's proposal.

5. Certifications of Eligibility

Prior to award of a Contract, Offerors shall submit the following documents to the HPHA to demonstrate compliance with applicable State laws:

- a. Tax Clearance, Form A-6;
- b. Department of Labor and Industrial Relations, Application for Certificate of Compliance, Form LIR #27; and
- c. Certificate of Good Standing issued by the BREG.

Alternatively, the Offeror may demonstrate compliance utilizing the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE is hosted by the Hawaii Information Consortium, LLC (HIC) and it provides the applicant with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Offerors electing to use the HCE services will be required to pay an annual fee of \$12.00 to the HIC.

6. Indemnification

The Successful Offeror shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees, from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the Successful Offeror or the Successful Offeror's officers, employees, agents or subcontractors.

7. Insurance Requirements

Within 15 days after award of the Contract and prior to the execution of the Contract, the Successful Offeror shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the existence of the following minimum insurance policies and coverage limits. This insurance must be maintained throughout the entire performance period. Failure to maintain the required insurance is considered a material default of the Contract.

a. Workers' Compensation

The Successful Offeror shall carry Workers' Compensation insurance in such form and amount to satisfy the applicable the State Workers' Compensation Law. Workers' Compensation must be issued by an admitted carrier authorized to do business in the State of Hawaii. Workers' Compensation insurance premium expense for personnel will be reimbursed by the HPHA, not to exceed the amounts submitted as part of the proposal.

b. Liability Insurance

The Successful Offeror shall maintain the following minimum insurance limits and coverage:

Coverages

Commercial General Liability
with Personal Injury Liability

Limits

\$1,000,000.00 per occurrence for
bodily injury and personal property
damage and \$2,000,000.00 general
aggregate.

Personal injury liability limit of
\$1,000,000.00 per occurrence.

Automobile Insurance all owned, non- owned and hired automobiles	Bodily injury liability limits of covering \$1,000,000.00 each person and \$1,000,000.00 per accident and property damage liability limits of \$1,000,000.00 per accident OR \$2,000,000.00 combined single limit.
Workers' Compensation as required by applicable State laws.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Offeror and to all employees of sub-contractors in case any sub-contractor fails to provide adequate similar protection for all its employees.

A certificate of insurance evidencing such insurance is required prior to commencement of services. The certificate of insurance required by this Contract shall contain the following clauses:

"The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respects to operations performed for the State of Hawaii under this Contract."

The Successful Offeror agrees to provide the HPHA before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the HPHA that the Successful Offeror is in compliance with the insurance provisions of this Contract and to keep such insurance in effect and the certificate(s) therefore on deposit with the HPHA during the entire term of this Contract. Upon request of the HPHA, the Successful Offeror shall furnish a copy of the policy or policies. The minimum insurance required shall be in full compliance throughout the entire term of the Contract, including all Supplemental Contract(s).

Failure of the Successful Offeror to provide and keep in force such insurance shall be regarded as material default under this Contract and shall entitle the HPHA to exercise any or all of the remedies provided in this Contract for default of the Successful Offeror.

The procuring of such required policy or policies of insurance shall not be construed to limit the Successful Offeror's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the Successful Offeror shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

The Successful Offeror shall immediately provide written notice to the Contracting department or the HPHA should any of the insurance policies evidenced on its Certificate of Liability Insurance be cancelled, limited in scope or not renewed upon expiration.

The HPHA is a self-insured State agency. The Successful Offeror's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the Successful Offeror.

To satisfy the minimum coverage limits required by this Contract, the Successful Offeror may use an umbrella policy in addition to the mandatory insurance policies (i.e., General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

8. Section 3 of the U.S. Housing Act of 1968

- a. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Successful Offeror agrees to send to each labor organization or representative of workers with which the Successful Offeror has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Successful Offeror's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall: describe the section 3 preference; set forth minimum number and job titles subject to hire; disclose the availability of apprenticeship and training positions and the qualifications for each; provide the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The Successful Offeror agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Successful Offeror shall not subcontract with any subcontractor where the Successful Offeror has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Successful Offeror shall certify that any vacant employment positions, including training positions, that are filled (1) after the Successful Offeror is selected, but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed were not filled to circumvent the Successful Offeror's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135, may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

B. Type of Contract

1. By submission of a proposal, Offerors warrant and certify that they have read and are familiar with the contractual and service requirements set forth in this RFP and its attachments, and the provisions of which are expressly incorporated into this RFP by reference.

All proposals shall become the property of the HPHA. The Successful Offeror's proposal will be incorporated in the resulting Contract by reference. The stated requirements appearing elsewhere in this RFP shall be incorporated into the resulting Contract by reference.

The Successful Offeror shall be required to enter into a formal written contract with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. See Attachments 4 through 11, Contract for Goods and Services Based on Competitive Sealed Proposals. A separate contract may be executed for each service component.

Subsequent to the award and within 10 days after the prescribed contract forms are presented for signature, the Successful Offeror shall execute and deliver the original contract forms to the HPHA as specified by the HPHA.

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the HPHA. No subcontract shall under any

circumstances relieve the Successful Offeror of his/her obligations and liability under Contract with the HPHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Offeror.

3. Contract Modification

The Contract may be modified only by a written document signed by the HPHA and personnel authorized to sign contracts on behalf of the Successful Offeror as designated in its corporate resolution.

At any time during the Contract term, the HPHA reserves the right to decrease the scope of services under the awarded Contract as provided in the Termination for Convenience clause of the General Conditions, see Attachment 10. In the event of a decrease in scope, the HPHA will provide 30 days advance notice to the Successful Offeror.

4. Additional Services and Fees

For work not described in the Contract, the Successful Offeror and the HPHA shall negotiate for additional needed services and fees which may arise during the course of the Contract. Any agreement shall be in writing, executed by all parties, and shall be attached to the Contract as an amendment to expire at the same time as the original Contract or subsequent Contract period(s).

5. Laws, Rules, Ordinances and Regulations

Reference to State, City and County laws, ordinances, rules and regulations and standard specifications shall include any amendments thereto effective as of the date of the RFP.

6. Bonds

No performance or payment bond is required.

C. Single or multiple contracts to be awarded

☐ Single ☐ Multiple ☒ Single & Multiple

A single award may be issued for execution of up to four (4) contracts, one contract for each service component.

D. Single or multi-term contracts to be awarded

☒ Single term (\leq 12 mos.) ☐ Multi-term ($>$ 12 mos.)

Initial term of contract: 12 months
January 1, 2020 – December 31, 2020

Length of each extension: Up to 12 months; may be less than 12 months when it is in the best interests of the State

Maximum length of contract: 60 months

The HPHA does not guarantee the maximum contract term for each of the service components.

The initial term shall commence on January 1, 2020. The following conditions must be met for an extension:

1. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional goods and services; or
2. The HPHA determines there is an ongoing need for the services and has funds to extend services not to exceed 12 months. Contract extensions shall be awarded as agreed upon in the Primary Contract. Exceptions may be granted upon satisfactory justification such as increase in cost of services or cost of living increase; and
3. A Supplemental Contract must be executed prior to expiration of the Primary Contract or Supplemental Contract; and
4. The HPHA may be required to obtain HUD approval in writing of the extension prior to execution of a Supplemental Contract; and
5. The Contractor must obtain the HPHA approval in writing and a notice to proceed with the extension; and
6. The HPHA has determined that the Contractor has satisfactorily provided services over the current Contract term; and
7. Necessary Federal funds are appropriated and allotted for an extension.

The option to extend the Contract shall be exercised at the sole discretion of the HPHA. The Contract shall be extended at the same rates as proposed in the accepted proposal unless price adjustments are provided herein. Submission of a proposal constitutes acknowledgement of the Offeror that the Offeror is able and willing to contract for services for the duration of the Contract period. If the Contractor is unwilling or unable to fulfill the maximum

allowable length of time on the Contract, the HPHA reserves the right to assign the costs of reprourement to any payments owed under the Contract. These costs may include, without limitation, reproduction costs, staff time and postage.

E. Contract Price Adjustments (other than wage rate increases)

Each proposal offered herein shall be firm for the 60-month proposal period, beginning January 1, 2020 through December 31, 2024.

Contract price adjustments shall be limited to liability, auto, workers compensation and/or medical insurance premiums. The following conditions must be met for the HPHA to consider a price adjustment:

1. Contractor provides adequate documentation of price increase, such as an insurance policy statement;
2. Contractor provides explanation for allocating cost by property;
3. The increase shall not exceed 5 percent (5%) from the accepted price for each budget line item; and
4. The request for increase must be reasonable and there must be a sufficient amount of funds available to support the increase.

III. CONTRACT MONITORING & REMEDIES

A. Monitoring

1. The satisfactory provision of goods and services shall be monitored by the Contract Administrator. Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods by the Contract Administrator and his/her designated representative(s), including without limitation HUD, the HPHA auditors, the State Legislature, and/or other designated representatives.
2. Should the Successful Offeror fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Offeror for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
3. Should the Successful Offeror continue to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the

defect or failure and to deduct such costs from monies due to the Successful Offeror or to directly assess the Successful Offeror.

4. Failure to comply with the terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The CONTRACTOR may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the Scope of Services and shall continue for a duration of time as deemed necessary by the HPHA.
5. In the event the Successful Offeror fails, refuses, or neglects to perform the services in accordance with the requirements of this RFP, and the Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct such cost from monies due or that may thereafter become due the Successful Offeror. In case money due to the Successful Offeror is insufficient for this purpose, the Successful Offeror shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.
6. In the event the Successful Offeror is not performing the required services as contracted, the HPHA reserves the right to extend the Contract for intervals of less than 12 months. During this time, the HPHA will monitor the Successful Offeror's performance and/or improvement and the implementation of its corrective action plan to determine whether the HPHA will continue to contract with the Successful Offeror.

B. Damages

The HPHA may also withhold the payment without being required to pay interest for late payment if the Successful Offeror fails to submit and implement a corrective action plan in response to findings by the HPHA or if the Successful Offeror fails to demonstrate improvement in performance after implementing its corrective action plan.

C. Termination

The HPHA reserves the right to terminate any Contract without penalty for cause or convenience as provided in the General Conditions.

IV. SCOPE OF WORK

A. Management Requirements

1. The Successful Offeror shall perform Section 8 Performance-Based Contract Administration (PBCA) Services to include the following Performance-Based Tasks (PBTs):

a) Management and Occupancy Reviews

The Successful Offeror shall:

- 1) Conduct an on-site Management and Occupancy Review (MOR) of each assigned Section 8 project in compliance with the HUD handbooks and Rent and Income Determination Quality Control Guide for Multifamily Housing Programs. The review must evaluate, analyze, or assess the owner's operating policies, procedures, and practices related to compliance with the HAP Contract as set forth in regulations, handbooks, forms, notices, and guidance issued by HUD to identify and resolve areas of noncompliance with HUD regulations and requirements, as amended or revised from time to time.
- 2) Schedule and conduct reviews of each project in the assigned portfolio annually during the term of the ACC, using Form HUD 9834. Evaluate the owner's operating policies, procedures, and practices related to compliance with the HAP Contract.
- 3) Transmit the Form HUD-9834 Summary Report to the owner within 30 calendar days of completion of the on-site MOR. The Form HUD-9834 Summary Report utilizes HUD's written rating policy and shall be substantiated by the appropriate supporting documentation (HUD form 9834 and tenant file review forms).
- 4) Review and respond to owner response to the Form HUD-9834 and report findings within thirty (30) calendar days of receipt.
- 5) Respond to owner appeal within forty-five (45) calendar days of receipt.
- 6) Verify compliance with HUD regulations and requirements, as amended or revised from time to time, regarding occupancy issues (e.g., resident eligibility and selection, examination and reexamination of family income and assets, household characteristics), and verify that correct documentation is contained in each resident file to support claims for payment under the HAP Contract. Use the following resident file random sampling:

Number of Units	Minimum File Sample
100 or fewer	5 files plus 1 for each 10 units over 50
101-600	10 files plus 1 for each 50 units or part of 50 over 100
601-2000	20 files plus 1 for each 100 units or part of 100 over 600
over 2,000	34 files plus 1 for each 200 units or part of 200 over 2200

If the Successful Offeror's review of the sample indicates a pattern of deficient owner or management agent performance in one (1) or more of areas of income and rent determination or process, the Successful Offeror must inform the owner to conduct a 100% review of the files and report the results of the review to the Successful Offeror. The Successful Offeror must evaluate the review done by the owner to determine its reliability and accuracy.

b) Adjust Contract Rents

The Successful Offeror shall process contract rent adjustments correctly when requested by the owner under appropriate Budget-Based, Annual Adjustment Factor, Operation Cost Adjustment Factor, and Special Adjustments options and in a timely manner. If applicable, the Successful Offeror must analyze adjustments of the owner utility allowance schedule.

- 1) The budget-based rent adjustment method requires a Section 8 owner to submit an operating budget and supporting documentation for PHA review. The rent adjustment may require HUD approval. The Successful Offeror must determine budget-based adjustments of contract rent by performing the following tasks:
 - i. Analyze the project's operating budget and supporting documentation for a rent adjustment to determine reasonableness according to guidance in HUD Handbook 4350.1, Multifamily Asset Management and Project Servicing.
 - ii. Document contract rent increases on a rent schedule (Form HUD-92458).
 - iii. Analyze adjustments of the owner utility allowance schedule, if applicable.

- iv. If the HAP Contract requires the owner to maintain a reserve for replacement, analyze adjustment to the monthly reserve for replacement deposit, as required and recommend action to the HPHA.
 - v. Approve or disapprove the amount of rent adjustment and provide written notification to the owner.
 - vi. Verify accurate, timely completion and submission of the adjusted rent schedule by the owner.
 - vii. Submit proposed rent increases greater than ten-percent (10%) to the HPHA for HUD approval or disapproval.
 - viii. Enter data into the appropriate HUD data system.
- 2) The Annual Adjustment Factor (AAF) rent adjustment method generally requires the PHA to apply the AAF to current contract rents. AAFs are published annually in the Federal Register.

The Successful Offeror shall:

- i. Determine the amount of annual adjustments in accordance with HUD requirements.
 - ii. Analyze adjustments of the owner utility allowance schedule, if applicable.
 - iii. If the HAP Contract requires the owner to maintain a reserve for replacement, analyze adjustment to the reserve for replacement, and recommend action to HUD.
 - iv. Validate comparability study if submitted by the owner to support a rent adjustment request.
 - v. Verify accurate, timely completion and submission of adjusted rent schedule by the owner.
 - vi. Enter data into the appropriate HUD system.
- 3) Operating Cost Adjustment Factors (OCAF) rent adjustment method

The Successful Offeror shall:

- i. Determine the amount of OCAF in accordance with HUD requirements.

- ii. Analyze adjustments of the owner utility allowance schedule, if applicable.
- iii. Calculate the amount of rent adjustment and provide written notification to the owner.
- iv. Validate comparability study if submitted by the owner to support a contract renewal request.
- v. Verify accurate, timely completion and submission of adjusted rent schedule by the owner.
- vi. Enter data into the appropriate HUD system.

4) Special Adjustments, if applicable

For HAP Contracts which provide for AAF adjusted rents, the Section 8 owner may request a special adjustment for cost increases generally applicable to housing in the locality, such as increases in cost items such as insurance, taxes or utility rates. The appropriate jurisdictional HUD office must approve or deny all special adjustments within thirty (30) calendar days of receipt of a properly documented request from the PHA.

The Successful Offeror shall process the owner's request for a special rent adjustment to determine if the special adjustment should be approved by HUD.

The Successful Offeror shall perform the following:

- i. Analyze a special adjustment request from the owner.
- ii. Recommend action to the HPHA.
- iii. Based on notification from the HPHA, notify the owner of rent adjustment approval or disapproval.
- iv. Verify accurate, timely completion and submission of an adjusted rent schedule by the owner.
- v. Enter data into the appropriate HUD data system.

5) Rent Appeals, if applicable

A Section 8 owner may appeal the Successful Offeror's rent adjustment decision. The first level of appeal is to the HPHA; the second level of appeal is to the appropriate jurisdictional HUD office. The Successful Offeror shall review owner appeals.

The Successful Offeror shall perform the following:

- i. For first level appeal, analyze the owner's rent appeal request.
- ii. Provide the owner with written notice of the Successful Offeror's decision and justification within thirty (30) calendar days of receipt of the owner's request.
- iii. If the appeal is approved, verify accurate, timely completion and submission by the owner of the adjusted rent schedule.
- iv. Enter data into the appropriate HUD data system.
- v. If the appeal is denied, notify the owner of opportunity for second level appeal with notice of Successful Offeror decision and justification.
- vi. For second level appeal, if the appeal is approved by HUD, receive approval from jurisdictional HUD office within thirty (30) calendar days after request for second level appeal.
- vii. Verify accurate, timely completion and submission of adjusted rent schedule by the owner.
- viii. Enter data into the appropriate HUD data system.
- ix. If the appeal is denied by HUD any decision rendered by HUD will be final and will not be subject to further appeal above that level.

c) Review and Pay Monthly Vouchers

The Successful Offeror shall perform the following:

- 1) Monitor owner compliance with obtaining access to and using EIV system.
- 2) Monitor owner compliance with requirements for entry of all resident certification and recertification data in TRACS.
- 3) Verify voucher submissions by owner through the TRACS system by the tenth day (10th) of the month proceeding the month for which the owner is requesting payment.
- 4) Verify through TRACS that the amount of the housing assistance payment paid on behalf of each resident is accurate.

- 5) Verify that all re-certifications are completed by the owner in a timely manner and entered into TRACS.
- 6) Verify that the owner's payment request does not include any vacant units or covered units for which Section 8 assistance has been stopped.
- 7) Analyze required adjustments from prior month's vouchers to determine accuracy and validity.
- 8) Determine if authorized rent or utility allowance adjustments have been implemented timely and accurately.
- 9) Verify pre-approval of Section 8 Special Claims.
- 10) Notify the owner, in writing, of any corrections required and track corrections.
- 11) Verify that owners are complying with HUD regulations and requirements, as amended or revised from time to time.
- 12) Submit error tracking log to HUD Headquarters semi-annually based on the Federal fiscal year, the number of errors discovered by category and the number of errors that are resolved or are in the process of being resolved. The reports are due 30-days after the end of the semi-annual period or on the next business day when the deadline falls on a weekend or holiday.

Semi-annual period Report Due Dates:

- i. April 30th for semi-annual period from October 1st through March 31st
 - ii. October 31st for semi-annual period from April 1st through September 30th
- 13) A Section 8 project owner may claim reimbursement from the Successful Offeror to the extent provided in the HAP Contract for unpaid rent, resident damages, and vacancy losses on Covered Units. Eligible claims must be pre-approved by the PHA before being submitted with owner's monthly voucher.

The Successful Offeror shall perform the following:

- i. Analyze, verify, adjust, and approve or disapprove owner claims in accordance with HUD regulations and requirements, as amended or revised from time to time (including program requirements in HUD directives such as handbooks, notices or forms); and using TRACS and information provided by the owner.
 - ii. Enter data into a spreadsheet program for monitoring PHA payments. The program must comply with HUD standards and requirements.
 - iii. For all approved or reduced claims, notify the owner of the approved claim in writing within thirty (30) calendar days of receipt in accordance with the Special Claims Processing Guide.
- 14) The Successful Offeror shall process payments for only those units on the voucher that have a fully processed and approved Form HUD 50059, Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures.

The Successful Offeror shall perform the following:

- i. Notify the owner in writing of any required corrections;
 - ii. Maintain a record of required corrections in an error tracking log that records errors by category and the status of its resolution; and
 - iii. Submit the error tracking log to HUD Headquarters semi-annually based on the Federal fiscal year within 30-days after the end of the semi-annual period. After the PHA has approved the owner's Section 8 voucher (see paragraph A of this section), the PHA must disburse housing assistance payments to the owner by an electronic fund transfer, after receipt of HAP funds from HUD.
- d) Renew HAP Contracts and Process Terminations or Expirations.

The Successful Offeror shall perform the following:

- 1) Verify that owners of projects with expiring HAP Contracts provide required notice to the PHA and project residents;

- 2) Review owner's one (1) year tenant notification letter to verify that it meets statutory and administrative requirements;
- 3) Maintain copies of owner's notice to PHA and project residents;
- 4) Verify that the owner has submitted the appropriate HAP renewal option;
- 5) Prepare HAP Contract in the form required by HUD and mail to owner for execution;
- 6) After receipt of confirmation from HUD of funding for renewal, ensure the HAP Contract is executed (signed) by the PHA and mailed to HUD for execution;
- 7) After receipt from HUD of a fully executed HAP contract, mail the original copy to the owner within five (5) business days and retain a copy for PHA file;
- 8) Execute and distribute copies of the HAP Contract within one (1) business week to the owner, jurisdictional HUD office, and PHA files;
- 9) If the HAP Contract expires, and the owner chooses not to renew the expiring contract (opt-out); or the HAP Contract is terminated by the HPHA for owner default (after HUD approves the termination), the Successful Offeror shall perform the following:
 - i. Inform the HPHA by close of next business day after notice by the owner that the owner has elected to opt-out of the HAP Contract;
 - ii. Verify that the owner has complied with the notification requirements of the HAP Contract and current law and HUD guidance on opt-outs; and
 - iii. Provide residents with contact information for the entity providing tenant-based vouchers.
- 10) Provide owner notification of HAP Contract expiration within 150-180 days in advance of HAP Contract expiration date;
- 11) Review owner's one (1) year tenant notification letter to verify that it meets statutory and administrative requirements;
- 12) Review owner's renewal submission for completeness, within seven (7) business days of receipt;

- 13) Ensure process is completed within 45 calendar days of receipt of a complete owner submission;
 - 14) In the case of opt-outs, PHA notifies HUD of opt-out by the close of the next business day after receipt of the owner's 120-day notification;
 - 15) Submit complete resident data to HUD, using Form HUD-50059, within three (3) business days of receipt of the owner's 120-day notification of opt-out; and
 - 16) Ensure rent adjustments in conjunction with contract renewals must be processed in accordance with standards and AQL for PBT 2, Adjust Contract Rents.
- e) Tenant Health, Safety, and Maintenance Issues.
- 1) Maintain tracking system and log for tenant concerns and inquiries that includes PHA communication with owners and tenants, owner's corrective actions, and owner's planned vs. actual corrective performance. Submit log to jurisdictional HUD office with monthly invoices.
 - 2) Notify owner of tenant concerns or inquiries within one (1) business day of receipt of the tenant concern or inquiry, direct owner to contact tenant to clarify nature of the issue and report to the planned actions and scheduled completion date to correct issues to the PHA not later than close of the next business day.
 - 3) Notify tenant of owner's planned corrective actions and scheduled completion date not later than three (3) business days of receipt of the tenant concern or inquiry.
 - 4) Contact owner to verify completion of corrective actions within one (1) business day following the scheduled completion date and notify the tenant.
 - 5) Monitor owner's corrective action completion performance and keep tenant informed of changes in corrective actions and/or scheduled completion dates until corrective actions are completed and verified by the tenant.
 - 6) Submit tenant health, safety, and maintenance issues tracking log to HUD with monthly invoices.
 - 7) Notify owner of tenant concerns or inquiries within one (1) business day of receipt of the tenant concern or inquiry, direct owner to contact tenant to clarify nature of the issue and report to

the planned actions and scheduled completion date to correct issues to the PHA not later than close of the next business day.

- 8) Notify tenant of owner's planned corrective actions and scheduled completion date not later than three (3) business days of receipt of the tenant concern or inquiry.
- 9) Contact owner to verify completion of corrective actions within one (1) business day following the scheduled completion date and notify the tenant.
- 10) Monitor owner's corrective action completion performance and keep tenant informed of changes in corrective actions and/or scheduled completion dates until corrective actions are completed and verified by the tenant.

f) Administration — Monthly and Quarterly Reports

1) Monthly Work Plan Report

- i. The Successful Offeror shall submit a monthly work report by the eighth (8th) business day of each month for the previous month's activities.
- ii. The Monthly Work Plan report must contain a detailed description of:
 - (1) Actual accomplishments for the month and year-to-date compared to the Annual Work Plan for the same period, including the names and titles of the staff performing the PBTs.
 - (2) Instances where the actual performance of PBTs is below the AQL and actions taken to improve performance, and changes, if any, to the QCP to ensure performance is maintained at or above the AQL.
 - (3) Quality control activities and results for each instance of PBT performance at less than the AQL as set forth in the PHA's Invitation for Submission of Applications: Contract Administrators for Project-Based Section 8 Housing Assistance Payments (HAP) Contract under Quality Control Plan, Section 4.3, Element 1.
 - (4) Owner issues that required special attention due to such matters as, abatement actions, excessive

resident complaints, inquiries from governmental officials or the general public.

(5) Major accomplishments, success stories, etc.

(6) Noteworthy meetings.

(7) Pending issues.

2) Quarterly Risk Assessment Report

i. The Successful Offeror shall submit a completed Quarterly Risk Assessment Report to the CAOM within twenty (20) calendar days of receipt. The PHA will analyze the HUD report and assess the extent to which changes or trends may indicate increasing or decreasing risks to HUD, PHA, projects, owners, and/or tenants. The discussion may include descriptions of market conditions, employment trends, demographic trends, or special cases that are contributing to observed changes and trends. The discussion may include comparisons to previous quarters.

ii. The Quarterly Risk Assessment Report will include the following:

(1) HAP Contracts:

(a) Analyses and discussion of the data.

(b) Owner Opt-Out Report: List of owners, including contact name, address, project name, project address, HAP Contract Number, that opted-out of HAP Contracts along with a detailed description of all of the efforts made by the PHA to preserve all Section 8 project-based units and all the reasons for any units which opted out or otherwise were lost as section 8 project-based units. Such analysis and discussion shall include a review of the impact of the loss of any subsidized units in that housing marketplace, such as the impact of cost and the loss of available subsidized, low-income housing in areas with scarce housing resources for low-income families.

(2) Covered Units:

- (a) Analyses and discussion of the data.
- (b) Vacancy Report: List of owners, including contact name, address, project name, project address, HAP Contract Number, with ten (10%) or more [provide actual vacancy percentage] of covered units vacant all three (3) months of the quarter, and the reasons for sustained vacancies. Include a brief description of PHA and/or HUD actions taken or in process to compel owner to reduce vacancies.

(3) Management & Occupancy Reviews (MORs)

- (a) Analyses and discussion of the data.
- (b) MORs Open Findings Report: List of owners, including contact name, address, project name, project address, HAP Contract Number, with MOR findings not corrected within thirty (30) calendar days after report issued to owner, reasons for owner's failure to correct findings within thirty (30) days, the actual number of days required to correct, if corrected. Owners with findings that have not been corrected shall be reported each quarter until all corrective actions have been completed. Include a brief description of the status of PHA referrals to HUD for sanctions or enforcement.

(4) REAC Inspections

- (a) Analyses and discussion of the data.
- (b) REAC Inspections Report: List of owners, including contact name, address, project name, project address, HAP Contract Number, with REAC Inspections that included EH&S deficiencies and/or scores below 60 during the quarter.
- (c) Notice of Default (NOD) of HAP Contract Report: List of owners, including contact name, address, project name, project address, HAP Contract Number, issued a NOD memorandum during the quarter, the status of the owner's

response, and a brief description the status of HUD enforcement actions.

(5) Tenant Health, Safety, & Maintenance Issues

- (a) Number of tenant health, safety, and maintenance issues logged and owner notified.
- (b) Number and percentage of tenant health, safety, and maintenance issues not corrected by owner within 15 days of owner notification.
- (c) Analyses and discussion of the data.
- (d) Tenant Health, Safety, and Maintenance Report: List of owners, including contact name, address, project name, project address, HAP Contract Number, that have been notified of tenant health, safety, and maintenance issues that the owner failed to correct within 15 calendar days of notification, reason for owner's failure to correct issues within 15 calendar days, the actual number of days required to correct, if corrected. Owners with HSM issues that have not been corrected shall be reported each quarter until all corrective actions have been completed. Include a brief description of the status of PHA referrals to HUD for sanctions or enforcement.

g) PBCA Training Services:

- 1) The Successful Offeror shall provide a total of four (4) training sessions throughout the duration of the initial 12-month period and each 12-month extension period to designated HPHA staff as follows:
 - i) An annual training session, to be conducted within the first three (3) months from issuance of the Notice to Proceed, will focus on ACC Compliance Monitoring & Management, to include without limitation, the following:
 - (1) Managing Bank Accounts for HAP Disbursements & Administrative Fees;
 - (2) Fidelity Bond Requirements;

- (3) Depository Agreement;
 - (4) Agency & Staff Conflict of Interest Statements;
 - (5) Staff Training Plan;
 - (6) TDDY & EEO Compliance;
 - (7) HUD's Communication Protocol; and
 - (8) Review Quality Control Workflow between the Successful Offeror and the HPHA.
 - ii) The annual training session shall be conducted on-site at the HPHA. The Successful Offeror shall be responsible for their travel-related expenses, to include without limitation, airfare, transportation and lodging.
- 2) The Successful Offeror shall provide a series of three (3) remote training sessions to be conducted on a quarterly basis with focus on the HPHA Staff's Quality Control (QC) steps for each task performed by the Successful Offeror, to include without limitation:
- i) Session I, to be conducted between months four (4) and six (6) from issuance of the Notice to Proceed, to include:
 - (1) Review QC Workflow between the Successful Offeror and the HPHA; and
 - (2) Invoicing and Reporting to HUD.
 - ii) Session II, to be conducted between months seven (7) and nine (9) from issuance of the Notice to Proceed, to include:
 - (1) Voucher Processing QC;
 - (2) Special Claims QC;
 - (3) Life Threatening Health & Safety Complaints QC; and
 - (4) None Life Threatening Health & Safety Complaints QC.

- iii) Session III, to be conducted between months 10 and 12 from issuance of the Notice to Proceed, to include Rent Adjustments & Contract Renewals QC.

The three (3) remote training series will be conducted and hosted by the Successful Offeror.

- 3) Should the Successful Offeror conduct a Master Class training session in Honolulu, HI, up to three (3) HPHA staff may attend the training session at no cost to the HPHA.

2. The Successful Offeror shall provide Quality Control Service Review of Tenant Income Recertification Files for the State and Federal Low Income Public Housing Program to include the following:

Estimated quantity of case files requested for quality control services annually may vary. See Attachment 13. There is no commitment by the HPHA as to the minimum and maximum number of cases to be serviced by the Successful Offeror.

- a) Monthly services for review of cases as the tenant income recertifications are complete by the HPHA. Case files requiring quality control service review shall be made available to the Successful Offeror not later than the 5th business day of each month or as provided by the HPHA. Quality control service reviews shall be completed by the last business day of the same month. The HPHA reserves the right to request for services with completion dates prior to the last business day of the month. Specific due date and time will be provided at the time of request should deviations are necessary.

Remote access to the case files will be made available to the Successful Offeror.

- b) Upon receipt of the assigned case files, the Successful Offeror shall provide quality control service reviews, including without limitation:
 - 1) Review each file for the most recent annual recertification documents and any applicable interim recertification documents leading up to the most recent annual recertification.
 - 2) Conduct quality control review and document the review of the annual recertification documents and any applicable interim recertification(s) in accordance with HUD requirements. For audit purposes, the HPHA requires use of a Checklist to document each recertification review. A separate Checklist shall be completed for the annual recertification and any applicable

interim recertification. Offeror shall submit a Sample Checklist as part of the proposal submission.

- 3) Prepare a Monthly Tenant File Review Summary Report specifying the Asset Management Project / Management Unit, specific recertification staff name/identifier indicating who conducted the respective recertification for each case file, and capture the following seven (7) components:

- i. Household Composition Summary,
- ii. Certificates of Verifications,
- iii. Notice of Right to Reasonable Accommodations,
- iv. Community Service Certifications,
- v. Other Forms/Correspondences,
- vi. Re-Certification, and
- vii. Rent Calculation.

The Monthly Tenant File Review Summary Report should also include a summary of findings and recommendations for improvement. See Attachment 15.

- 4) Submit a Monthly LIPH Tenant Income Recertification File Quality Control Log capturing all case files assigned to date for each of the applicable contract period(s) in a format prescribed by the HPHA. See Attachment 16.

- 5) Deliverables for quality control services shall include the following:

- i. Timely completion of assigned case files.
- ii. Completed Checklist(s) for each case file.
- iii. Monthly Tenant File Review Summary Report shall be submitted with the completed case files.
- iv. An updated Monthly Tenant Income Recertification File Quality Control Log shall be submitted with the completed case files.
- v. Provide other consultation services related to tenant income recertification, including without limitation program assessments as requested by the HPHA.

3. The Successful Offeror shall provide as-needed Low Income Housing Tax Credit (LIHTC) training as follows:

- a) Training objective to include without limitation:
 - 1) Overview of the LIHTC program;
 - 2) Discuss compliance time periods;
 - 3) Basics of applying for tax credits;
 - 4) Credits calculations;
 - 5) Compliance monitoring and recapture;
 - 6) Acquisition/rehabilitation and first-year issues;
 - 7) Tenant eligibility;
 - 8) Income and asset calculation;
 - 9) Rent setting; and
 - 10) Ongoing eligibility requirements to include Next Available Unit Rule, transfers, and inspections.
- b) Provide up to five (5) training sessions every 12-month contract period with certification of completion for each attendee.
- c) Each training session shall be conducted for a minimum of five (5) and a maximum of 15 HPHA staff.
- d) Training schedule shall be coordinated and approved by the HPHA.
- e) Training services shall be in-person and interactive.
- f) Training facility will be provided by the HPHA in Honolulu, Hawaii should training sessions be conducted in-person.

4. The Successful Offeror shall provide as-needed Rental Assistance Demonstration Project services to include:

- a) Assessment to include Project Proformas and RAD Financial Feasibility Analysis Report:
 - 1) Complete an assessment of the HPHA portfolio.
 - i. Review project documents provided by the HPHA, including physical needs assessments, energy audits and accessibility reports by development, operating data, such as income and expense budgets, tenant demographics, vacancy and turnover information, Real Estate Assessment Center scores, and other relevant project information.

- ii. Contact the Hawaii Housing Finance and Development Corporation and local jurisdictions for updated information on funding programs and deadlines as appropriate; and
 - iii. Prepare preliminary project pro formas.
- 2) Conduct a financial feasibility analysis and provide a RAD financial feasibility analysis report to include without limitation:
- iv. Provide RAD training to the HPHA to include without limitation to an overview of the HUD RAD program, pros and cons, and potential for the HPHA.
 - v. Present the data and preliminary project pro formas to the HPHA, meet with the HPHA and provide finalize project pro formas to the HPHA.
 - vi. Tour potential RAD sites as appropriate.
 - vii. Discuss RAD implementation options with the HPHA.
 - viii. Assist the HPHA in evaluating the Project-Based Rental Assistance and Project-Based Voucher development pathways in the RAD program.
 - ix. Assist the HPHA in assessing the HPHA's capacity to self-develop, own and possibly manage its own RAD tax credit properties post-completion.
 - x. Assist the HPHA in understanding the costs and benefits of RAD and the agency-wide implications of the conversion.
 - xi. Work with the HPHA to decide upon an appropriate ownership structure for the RAD projects and to better understand legal issues related to self-development, including without limitation, procurement, property taxes and financial liability.
- b). Preparation and Submission of RAD Application:
- 1) Assist the HPHA in the preparation and assembly of materials for RAD application submission should the HPHA decides to proceed with the submission. Materials to include without limitation, financial projections and lender and investor letters of interest.

- 2) Develop a timeline with the HPHA and submit RAD application(s) to HUD as requested by the HPHA.

B. Administrative Requirements & Minimum Qualifications

1. No Compete Clause

The Successful Offeror agrees to not compete against the HPHA for any of the services solicited in this RFP for a 5-year period after the end of the Contract term with the HPHA.

2. Experience and Capability

Offerors shall be in business for minimum of five (5) years with minimum combined personnel experience in each of the following: Section 8 performance-based contract administration, tenant income recertification, low income housing tax credit programs and RAD services

3. Personnel

The Successful Offeror shall:

- a) Be solely responsible for adequate communication to its staff regarding Contract terms and conditions.
- b) Dedicate a Principal Project Coordinator (PPC) for the resulting Contract. The PPC shall
 - 1) Be responsible for oversight of services to be provided under the resulting Contract and ensure Contract performance;
 - 2) Respond to the HPHA's inquiries, complaints, and concerns within 24 hours, unless otherwise instructed by the HPHA;
 - 3) Supervise all personnel performing services under the resulting Contract; and
 - 4) Provide training to the Successful Offeror's personnel should there be personnel turnovers during the term of the Contract.
 - 5) The HPHA Contract Administrator or designee will send monitoring report(s) to the Successful Offeror's PPC. The monitoring report will document discrepancies or Contract violations, which require correction. These discrepancies or Contract violations must be corrected or implemented within the period indicated in the notice issued by the HPHA.

- c) Agree that all personnel shall be considered employees of the Successful Offeror.
- d) Ensure that all personnel assigned to perform quality control service review of the tenant income recertification files under the resulting Contract meet the following minimum qualifications:
 - 1) Certified in occupancy and rent calculation or equivalent certification by an independent third party approved by the HPHA;
 - 2) Minimum one (1) year of working experience in conducting federal and or state public housing tenant income recertifications;
 - 3) No criminal history; and
 - 4) Familiar with the HUD regulations and working knowledge of the key regulatory citations governing annual certifications.
- e) Ensure that all personnel meet the minimum qualifications, including licensing and experience requirements as appropriate.
- f) Maintain and implement a plan to ensure minimal disruption of services due to staff turnovers, vacancies, vacation, or other personnel changes.
- g) Be solely responsible for the behavior and conduct of their employees or agents on the HPHA property and shall instruct personnel to fully cooperate with the Contract Administrator.
- h) Agree to remove employee(s) from providing services to the HPHA upon written request by the HPHA Contract Administrator.
- i) The Successful Offeror shall ensure the confidentiality of all information, documents, or materials viewed, discussed or provided to personnel concerning the housing tenant resident(s) of each of the properties. The Successful Offeror's personnel shall not provide confidential information to the tenants and the general public without express written consent of the HPHA.
- j) During the performance of this Contract, the Successful Offeror agrees not to discriminate against any employee or applicant for employment. The Successful Offeror will take affirmative action to ensure equal treatment of its employees. Such action shall include, without limitation, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Offeror shall insert similar provisions in all subcontracts.

Furthermore, the Successful Offeror employing fifteen (15) or more persons agrees and shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap pursuant to 24 CFR Part 8, section 8.54(a) – Notice.

- k) The Successful Offeror agrees to remove any of its employees from servicing or providing services to the HPHA upon request in writing by the Contract Administrator. At the request of the HPHA and in its discretion: the Successful Offeror shall remove forthwith and shall not employ in any portion of the work, any person who does not perform his/her duties and responsibilities in a proper and skillful manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.
- l) The Successful Offeror agrees to relieve any employee if arrested for any major crime or felony, pending final resolution of the investigation. The HPHA has final authority to allow the individual to perform the duties under this Contract pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity under this Contract.
- m) The Successful Offeror shall ensure that no employee employed under the resulting Contract has been arrested or convicted of selling, dealing, or using controlled substances such as crystal methamphetamine in or around any state or federal public housing under the jurisdiction of the HPHA.
- n) The Successful Offeror shall not employ an employee under the resulting Contract who is a registered sex offender in any State, Indian Country or U.S. territory. At any time during the Contract term, if it is discovered by the HPHA or by the Successful Offeror that an employee working at a property is a registered sex offender, the Successful Offeror shall immediately dismiss this person from employment under the resulting Contract.
- o) Subject to section 356D-6.5, HRS, smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. Furthermore, pursuant to section 328J-1 and 328J-2, HRS, “smoking” includes the use of an electronic smoking device and shall be prohibited in all enclosed or partially enclosed areas. The Successful Offeror agrees and shall adhere to these no-smoking laws while on HPHA properties. Such violation may be considered a breach of the resulting Contract and result in suspension or termination of the Contract. It shall be considered a violation of State law and subject to prosecution to the fullest extent under the law.

4. Administrative Policies

At a minimum, the Successful Offeror shall maintain its own written policies that, address the following:

- a) Drug Free Workplace Policy;
- b) Sexual Harassment Awareness in the Workplace Policy;
- c) Non-Violence in the Workplace Policy;
- d) Standards of Conduct;
- e) Language Access; and
- f) Fair Housing.

The Successful Offeror shall provide written documentation not later than 15 days after the notice to proceed that all staff are informed of its requirements and agree to comply with said policies. The Successful Offeror shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

5. Payment

- a) Compensation for Section 8 performance-based contract administration services:
 - 1) Section 8 PBCA Fee: the percentage of the Base Fee that the Successful Offeror requires from the HPHA for the administration and operations of the HPHA Section 8 PBCA program. The Base Fee is two percent (2%) of the total Contract Rent for the period that the PBCA program is transferred from HUD to the HPHA; and
 - 2) Management and Occupancy Review (MOR) Fee: a unit price for each completed MOR. The MOR fee shall be paid through a State Purchase Order.
- b) Compensation for quality control service review of tenant income recertification files and other consultation services related to tenant income recertification:
 - 1) The all-inclusive unit price to the HPHA, including all overhead and applicable taxes for delivery of the services for:
 - i. Completed review of each tenant income recertification file; and
 - ii. Other consultation services related to tenant income recertification.

- 2) Invoices shall be submitted for actual quantity of completed case file reviews.
 - 3) The Successful Offeror shall itemize billing for services rendered for quality control service review to include service dates, AMP/MU No., tenant names, quantity of services rendered, unit price, and a total amount due.
 - 4) Shall be paid using a State Purchase Order.
- c) Compensation for Low Income Housing Tax Credit training services:
- 1) Training fee as accepted in the price proposal. The training fee shall be the all-inclusive cost to the HPHA, including all overhead and applicable taxes for delivery of services; and
 - 2) Allowable reimbursement of travel costs is subject to the following:
 - i. Coach class airfare;
 - ii. Lodging not to exceed \$160 per day per person;
 - iii. Per diem not to exceed \$50 per day per person; and
 - iv. Ground transportation for compact or sedan size rental car not to exceed \$60 per day OR actual cost of taxi fare.
 - v. Actual costs above the allowable reimbursable travel rates shall be the responsibility of the Successful Offeror. The Successful Offeror shall obtain prior written approval from the HPHA for reimbursable travel cost deviations from the requirements and specified rates.
 - vi. Travel reimbursement claims shall include supporting documentation of expenses incurred.
 - vii. Paid using a State Purchase Order.
- d) Compensation for RAD services:
- 2) Assessment Fee: the all-inclusive one-time fee to include Project Pro Formas and RAD Financial Feasibility Analysis Report; and
 - 3) Application Fee: the all-inclusive unit price for preparation and submission of RAD Application services. The Successful

Offeror shall invoice the HPHA for actual quantities of applications submitted.

- 4) Allowable reimbursement of travel costs is subject to the following:
 - i. Coach class airfare;
 - ii. Lodging not to exceed \$160 per day per person;
 - iii. Per diem not to exceed \$50 per day per person; and
 - iv. Ground transportation for compact or sedan size rental car not to exceed \$60 per day OR actual cost of taxi fare.
 - v. Actual costs above the allowable reimbursable travel rates shall be the responsibility of the Successful Offeror. The Successful Offeror shall obtain prior written approval from the HPHA for reimbursable travel cost deviations from the requirements and specified rates.
 - vi. Travel reimbursement claims shall include supporting documentation of expenses incurred.
 - vii. Paid using a State purchase order.
- e) Separate invoices shall be submitted for each of the following services:
 - 1) Section 8 performance-based contract administration fee;
 - 2) Section 8 MOR fee;
 - 3) Quality control service review of tenant income recertification files;
 - 4) Other consultation services related to tenant income recertification;
 - 5) LIHTC training fee;
 - 6) LIHTC travel reimbursement;
 - 7) RAD assessment fee;
 - 8) RAD application fee; and
 - 9) RAD travel reimbursement.
- f) Section 103-10, HRS, provides that the HPHA shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the HPHA will reject any proposal submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any proposal submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.

- d. The Successful Offeror shall submit original invoice(s) on a monthly basis for services rendered to:

Hawaii Public Housing Authority
Compliance Office
P.O. Box 17907
Honolulu, Hawaii 96817

Pursuant to section 103-10, HRS, the HPHA shall have 30 calendar days after receipt of a proper invoice or satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate the 30-day payment period. For the purposes of this paragraph, the Successful Offeror's invoice date shall not be considered.

- e. All invoices shall reference the Contract number assigned to the Contract and specify the type of services rendered. Payment shall be in accordance with section 103-10, HRS, upon certification by the Contract Administrator that the Successful Offeror has satisfactorily rendered services and applicable receipts are provided for allowable reimbursement costs for travel.
- f. Invoice for the month of June shall be submitted to the HPHA by the 20th of June for work performed for the period from June 1st to June 15th for payment processing in order to comply with the HPHA fiscal year-end close out process. For work performed for the period from June 16th to June 30th, the invoice shall be submitted to the HPHA not later than July 15th for payment processing.
- g. For final payment, the Successful Offeror must submit a valid original tax clearance certificate "Certification of Compliance for Final Payment" (SPO Form-22).

An original tax clearance certificate, not over two (2) months old, with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate, is acceptable.

A copy of Form SPO-22 is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS link.

(END OF SECTION)

Section 3

Proposal Forms and Instructions

Section 3

Proposal Forms and Instructions

I. General Instructions for Completing Forms

The submission of a proposal shall constitute the Offeror's indisputable representation of compliance with every requirement of the RFP and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work to Offeror.

An Offeror shall submit one (1) original proposal marked "ORIGINAL" and four (4) copies of the original marked "COPY." It is imperative to note that the Offeror submit only one (1) original and the required number of copies. The outer envelope or packaging of the proposals shall be sealed and clearly marked with the RFP number and title, the Offeror's name, address, telephone number, fax number, and address it to the attention of the RFP Coordinator.

All corrections to a proposal shall be initialed in ink by the person signing the proposal for the Offeror. Any illegible or otherwise unrecognizable corrections or initials may cause rejection of the proposal.

Prior to submission of a proposal, the Offeror must:

- A. Thoroughly examine the solicitation documents. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documentation.
- B. Be familiar with local, State, and Federal laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work.

Proposals shall be submitted to the HPHA in the prescribed format outlined in this RFP. A written response is required for each item, unless indicated otherwise.

No supplemental literature, brochures or other unsolicited information should be included in the proposal packet.

TIP: Offeror should submit their proposal with sufficient detail to ensure that the reader is able to fully understand their approach to management and maintenance. A good test is to give the proposal to someone who has not written the proposal and see if he/she is able to get a clear picture of how the properties will be operated.

II. Proposal Forms

- A. The proposal forms must be completed and submitted to the HPHA by the required due date and time, and in the format prescribed by the HPHA. Email and facsimile transmissions shall not be accepted. Proposals submitted on compact disk or in electronic format shall not be accepted. See Attachment 17 for Proposal Submittal Checklist.
- B. Offeror shall submit its proposal under the Offeror's exact legal name registered with the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.
- C. Offeror's authorized signature shall be an original signature in ink. If the proposal is not signed by an authorized representative as submitted on the corporate resolution or the affixed signature is a facsimile or a photocopy, the proposal may be rejected unless waived by the HPHA pursuant to section 3-122-311(1)(B), HAR.
- D. A proposal security deposit is not required for this RFP.
- E. A Transmittal Letter shall be included in the proposal. See Attachment 18. The Transmittal Letter shall be in the form of a standard business letter on official business letterhead and signed by an authorized representative. The Transmittal Letter must include:
 - 1. A statement indicating that the Offeror is a corporation or other legal entity and provide the federal and state taxpayer identification number of the legal entity.
 - 2. A statement that the Offeror is or will be registered to do business in Hawaii and will obtain a Federal Tax License and State General Excise Tax License before the start of the work.
 - 3. A statement declaring the Offeror is not in violation of chapter 84, HRS, concerning prohibited State contracts.
 - 4. A statement certifying that the prices(s) submitted by the Offeror was/were independently arrived at without collusion.
 - 5. A statement acknowledging and identifying that all addenda to this RFP issued by the HPHA have been received by the Offeror. If no addenda have been received, a statement to that effect should be included. Alternatively, complete and submit with the proposal application Acknowledgement of Addenda form. See Attachment 19.
 - 6. A statement authorizing the HPHA to verify information provided in the Offeror's proposal.

- F. A numerical outline should be included in the Proposal Application to include the titles/subtitles with the Offeror's organization and RFP identification information on the top right-hand corner of each page.
- G. Consecutive page numbering of the Proposal Application should begin with page one and end with the last numbered page of the complete proposal.
- H. Proposals must be bound and tabbed by sections.

III. The Proposal Application comprises the following sections:

- *Title Page*
- *Table of Contents*
- *Background and Summary*
- *Experience and Capability*
- *Personnel: Project Organization and Staffing*
- *Management Plan*
- *Financial*
- *Other*

A. Background and Summary

This section shall clearly and concisely summarize and highlight the contents of the proposal in such a way as to provide the HPHA with a broad understanding of the entire proposal. Include a brief description of the Offeror's management philosophy and overall approach to management the services. Include a brief description of the Offeror's organization, the goals and objectives related to the service activity, and how the proposed service is designed to meet the need identified in this RFP.

B. Experience and Capability

Offerors shall be in business for minimum of five (5) years with minimum 10 years of combined personnel experience in each of the following: Section 8 performance-based contract administration, tenant income recertification, low income housing tax credit programs and RAD services.

Offerors shall be experienced and knowledgeable in affordable housing projects, including without limitation, various HUD housing programs necessary to manage service components required in this RFP.

1. Necessary Skills and Experience

The Offeror shall demonstrate that it has the necessary skills, abilities, knowledge and experience relating to the delivery of the proposed services. The Offeror shall also provide a list of verifiable experience with projects/contracts for the most recent five (5) years

that are pertinent to the proposed services. List shall include Client Name/Public Housing Authority, type of services rendered, and service dates.

2. Quality Assurance and Evaluation

The Offeror shall describe its quality assurance and evaluation plans for the proposed services, including methodology. Evaluation plans must include client surveys as appropriate.

3. Litigation Disclosure

Disclose any litigation, either pending, on-going or completed, between your firm and any current or former Clients/PHA during the last five (5) years immediately prior to the deadline for receipt of proposals.

C. Personnel: Project Organization and Staffing

1. Proposed Staffing

The Offeror shall describe the proposed staffing pattern for each service component and define their roles and responsibilities. Refer to the applicable personnel requirements in Section 2, Scope of Work.

2. Staff Qualifications

The Offeror shall provide the qualifications, including experience for staff assigned to each service component. Describe the knowledge and experience of your proposed personnel, including responsibilities. **Attach resumes and relevant professional background/experience of each staff for each service component.**

3. Supervision and Training

The Offeror shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

D. Management Plan

The management plan shall address the tasks required under this RFP and must demonstrate the Offeror's understanding of the services required.

The Offeror must provide a detailed work plan for accomplishing the service components required under the RFP. The work plan should describe how

each service component will be managed and achieved including actions to be taken, responsible parties, and timelines for implementation.

The management plan must address the following minimum services:

1. Section 8 Performance-Based Contract Administration
2. Quality Control Service Review of Tenant Income Recertification Files
3. Low Income Housing Tax Credit Training
4. Rental Assistance Demonstration
5. Administrative Requirements

Describe in detail how vacancies in personnel will be handled to ensure satisfactory delivery of services, staff are qualified, capable and properly trained in providing the services requested.

E. Financial

1. Price Proposal

Offerors shall submit a price proposal for each service component as solicited in this RFP for the initial 12-month period, Option Year 1, Option Year 2, Option Year 3, and Option Year 4, to include:

- a) Section 8 Performance-based contract administration:

- 1) The proposed fee structure shall be as follows:

- i. A percentage of the Base Fee that the Successful Offeror requires from the HPHA for the administration and operations of the HPHA Section 8 PBCA program. The Base Fee is two percent (2%) of the total Contract Rent for the period that the PBCA program is transferred from HUD to the HPHA; and
- ii. An all-inclusive flat one-time Management and Occupancy Review (MOR) fee for each completed MOR.

- 2) The Successful Offeror shall absorb any and all disincentives applied to the administration fee that were caused by the Successful Offeror. The HPHA shall absorb any and all disincentives applied to the administration fee caused by the HPHA.

- b) Quality control service review of tenant income recertification files:
- 1) All-inclusive unit price for completion of quality control service review of each tenant income recertification file inclusive of an annual recertification and all applicable interim recertifications.
 - 2) All-inclusive hourly rate for other consultation services.
- c) Low income housing tax credit training:
- The proposed price shall include the following:
- 1) Training fee for each training session and calculated for a maximum of five (5) sessions per contract term for a minimum of five (5) and maximum of 15 trainees per session; and
 - 2) A narrative for travel to include the number of trainer(s) and number of day(s) for each session.
 - 3) Applicable travel costs, which are allowable reimbursements and are not required to be included in the price proposal.
- d) Rental assistance demonstration:
- The proposed price shall include the following:
- 5) An all-inclusive one-time service fee for the assessment to include Project Pro Forms and RAD financial feasibility analysis report. The service fee shall be the all-inclusive cost to the HPHA to include without limitation, all overhead and applicable taxes;
 - 6) An all-inclusive unit price for RAD application preparation and submission; and
 - 7) A narrative for travel to include the number of travels and number of day(s) for each trip.
 - 8) Applicable travel costs, which are allowable reimbursements and are not required to be included in the price proposal.

See Attachment 14 for Sample Price Proposal Format.

2. All proposed unit price(s) and one-time fees shall be the all-inclusive price for the HPHA, inclusive of personnel, overhead, and payroll/other applicable taxes in accordance with all applicable Federal, State and local rules and regulations.

3. Allowable Reimbursements

Travel costs associated with LIHTC Training and RAD services are allowable reimbursements and are subject to the following:

- a) Coach class airfare;
- b) Lodging not to exceed \$160 per day per person;
- c) Per diem not to exceed \$50 per day per person; and
- d) Ground transportation for compact or sedan size rental car not to exceed \$60 per day OR actual cost of taxi fare.
- e) Actual costs above the allowable reimbursable travel rates shall be the responsibility of the Successful Offeror. The Successful Offeror shall obtain prior written approval from the HPHA for reimbursable travel cost deviations from the requirements and specified rates.
- f) Reimbursable travel costs shall be paid through other means, such as State purchase orders.

4. Financial Related Materials

In order to determine the adequacy of the Offeror's accounting system as described under the administrative rules, the Offeror shall submit a copy of the most recent financial audit or other acceptable evidence that the Offeror has an adequate accounting system.

Offerors should also describe in a comprehensive manner the fiscal management structure, including without limitation, budgeting, fiscal controls and accounting.

F. Other

Offerors will also submit the following with his/her proposal application:

1. Certifications and Representations of Offerors, Form HUD 5369-C

The form HUD 5369-C must be signed, completed and submitted to the HPHA with the proposal submittal by the required due date and time, and in the form prescribed by the state purchasing agency.

The certification must be signed and dated by an authorized representative on behalf of the Offeror. Form HUD 5369-C is included in this RFP and can also be found at www.hudclips.org. See Attachment 2.

2. Signed Wage Certificate to demonstrate compliance with section 103-55, HRS.
3. Corporate Resolution indicating authorized signer for proposals and contractual documents on behalf of the Offeror.

Failure to submit the above documents at the time of proposal submission may be cause to reject the Offeror's proposal.

(END OF SECTION)

Section 4

Proposal Evaluation & Award

Section 4

Proposal Evaluation & Award

I. Proposal Evaluation

An evaluation committee approved by the HPHA Executive Director or designee will evaluate all proposals received. The primary responsibility of the evaluation committee is to review the technical aspects of the proposals submitted. The evaluation of proposals will be based solely on the evaluation criteria set forth in this RFP.

Each proposal will be reviewed for overall compliance with the RFP requirements and will be scored based on a total possible of 100 points. The review criteria will be as follows:

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Mandatory Requirements	Pass or Rejected
<i>Proposal Application</i>	100 Points
A. <u>Experience and Capability</u>	35 points
Proposals will be reviewed for overall compliance with RFP requirements.	
1. Up to 10 points will be awarded based on the extent to which the Offeror clearly demonstrates the necessary skills, abilities, knowledge, and experience related to the delivery of the proposed services.	
2. Up to 15 points will be awarded based on the extent to which the Offeror clearly demonstrates a quality assurance plan to include evaluation and methodology for the delivery of the proposed services.	
3. Up to 10 points will be awarded based on the extent to which the Offeror clearly demonstrates having successfully performed the proposed services.	

B. Personnel: Project Organization and Staffing

10 points

Proposals will be reviewed for overall compliance with RFP requirements.

1. Up to 5 points will be awarded based on the Offeror's proposed staffing pattern and minimum qualifications pattern related to the delivery of the proposed services.
2. Up to 5 points will be awarded based on the extend to which the Offeror clearly defines each staff's roles and responsibilities, ability to supervise, train, and provide administrative direction for delivery of the proposed services.

C. Management Plan

45 points

Proposals will be reviewed for overall compliance with RFP requirements.

1. Up to 10 points will be awarded on the Offeror's ability to clearly and concisely describe in the management plan how the proposed Section 8 Performance-Based Contract Administrative services will be accomplished.
2. Up to 10 points will be awarded on the Offeror's ability to clearly and concisely describe in the management plan how the quality control service review of the tenant income recertification files will be accomplished.
3. Up to 10 points will be awarded on the Offeror's ability to clearly and concisely describe in the management plan how the Low Income Housing Tax Credit training services will be accomplished.
4. Up to 10 point will be awarded on the Offeror's ability to clearly and concisely describe in the management plan how the Rental Assistance Demonstration services will be accomplished.

-
5. Up to 5 points will be awarded on the Offeror's ability to clearly and concisely describe in the management plan how vacancies in personnel will be handled to ensure satisfactory delivery of services, staff are qualified, capable and properly trained in providing the services.

D. Financial

10 points

Proposals will be reviewed for overall compliance with RFP requirements.

1. Up to 5 points will be awarded based on the reasonableness of the Offeror's price proposal for the proposed services.
2. Up to 5 points will be awarded on the extend the Offeror demonstrates having an adequate accounting system, clearly and concisely describe the Offeror's fiscal management structure, including without limitation, budgeting, fiscal controls and accounting.

TOTAL POSSIBLE POINTS

100 Points

Only information that is submitted directly to the HPHA in the Offeror's proposal application package will be considered for evaluation of the Offeror's proposal unless the HPHA seeks additional information during the evaluation process.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three (3) responsible Offerors who submitted the highest-ranked proposals. If there are fewer than three (3) acceptable or potentially acceptable proposals, the HPHA shall not be required to hold discussions with the Offerors who submitted unacceptable proposals.

Discussion may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without discussions. The objective of these discussions is to clarify necessary issues regarding the Offeror's proposal before the best and final offer.

II. Mandatory Requirements

The HPHA will conduct an initial review to ensure that all proposals meet the minimum threshold requirements. Proposals will be reviewed to ensure submittal of all required attachments, certifications, forms, and narrative sections.

Statements which indicate that mandatory certifications will be submitted upon Contract award shall be unacceptable.

III. Financial Review

The HPHA will evaluate the proposed costs and its supporting narrative to demonstrate realistic operational expenses.

The HPHA will also review the most recent audited statements or other acceptable evidence demonstrating the adequacy of the Offeror's accounting system, fiscal management structure, including without limitation budgeting, fiscal controls, and accounting.

IV. Technical Review

The Offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified that affects the evaluation factors for award.

- A. The technical proposal will be evaluated to determine, if the Offeror possesses the capability to successfully perform the requirements of the solicitation. The technical criteria are shown below:
 - 1. Experience and Capability;
 - 2. Personnel: Project Organization and Staffing;
 - 3. Management Plan;
 - 4. Financial; and
 - 5. Price Proposal.
- B. Proposals will be evaluated for technical and contractual acceptability. Proposals shall be prepared in accordance with the instructions given in the RFP and shall meet all requirements set forth in this RFP.
- C. Pursuant to section 3-122-112, HAR, Responsibility of Offerors, the Successful Offeror shall produce documents to demonstrate compliance with this section.
- D. Past Performance. The HPHA reserves the right to review and consider the quality of each Offeror's past performance. The assessment of an Offeror's past performance will be used as a mean of evaluating the credibility of the Offeror's approach to work accomplishment in the management plan. A record of marginal or

unacceptable past performance may be an indication that the proposed services submitted by the Offeror are less than reliable. Such an indication will be reflected in the HPHA's overall assessment of the Offeror's proposal. However, a record of acceptable or even excellent past performance will not result in a favorable assessment of an otherwise unacceptable technical proposal.

In investigating an Offeror's past performance, the HPHA may consider the past performances which the Offeror may have had with the HPHA, information provided in the Offeror's proposal, and information obtained from other sources, including past and present clients and their employees; other Government agencies, including state and local agencies; consumer protection organizations and better business bureaus; former subcontractors; and others. Evaluation of past performance is a subjective assessment based on a consideration of all relevant facts and circumstances. The HPHA may seek to determine whether the Offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of quality goods and services at fair and reasonable prices.

The HPHA's conclusions about the overall quality of the Offeror's past performance may be influential in determining the relative merits of the Offeror's proposal and in selecting the Successful Offeror whose proposal is considered most advantageous to the HPHA.

Past performance includes the Offeror's record of conforming to specifications and to standards of good workmanship; the Offeror's adherence to contract schedules, including the administrative aspects of performance, the Offeror's control of costs, including costs incurred for changes in the scope of services; the Offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and, generally, the Offeror's business-like concern for the interests of the client.

V. Method of Award

All proposals submitted will be evaluated on the basis of the evaluation criteria listed herein. Proposals shall conform to all terms and conditions contained in this Request for Proposals. Proposals which do not conform to all requirements expressed in this solicitation may be rejected without further evaluation, deliberation or discussion.

- A. All proposals will be reviewed for reasonableness. Offers that are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions are not contemplated, and any revisions of their proposals will not be considered.
- B. Award will be made to the responsive and responsible offeror whose proposal conforms to the solicitation and will be most advantageous to the

HPHA with consideration to price and other evaluation criteria set forth in this RFP.

- C. Pursuant to chapter 3-122-59 HAR, if there is only one (1) responsible offeror submitting an acceptable proposal, an award may be made to the single offeror, rejected and new request for proposals may be solicited if certain conditions are not met; the proposed procurement may be cancelled; or an alternative procurement method may be conducted.
- D. The HPHA reserves the right to award a Contract on the basis of the initial offers received without discussion. Offers are solicited on an "all or none" basis. Failure to submit offers for all items and quantities listed shall be cause for rejection. Proposals should be submitted initially on the most favorable terms of a price and technical standpoint, which the offeror can submit to the HPHA.

(END OF SECTION)

Section 5

Attachments

1. Instructions to Offerors Non-Construction, Form HUD 5369-B
2. Certifications and Representations of Offerors, Form HUD 5369-C
3. Wage Certificate
4. Sample Contract for Goods and Services Based on Competitive Sealed Proposals
5. Sample Contract – Attachment S1, Scope of Services
6. Sample Contract – Attachment S2, Compensation and Payment Schedule
7. Sample Contract – Attachment S3, Time of Performance
8. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service
9. Sample Contract – Attachment S5, Special Conditions
10. General Conditions, State AG-008 103D
11. General Conditions, Federal Form HUD 5370-C
12. Hawaii State Government 2019 and 2020 Holiday Schedule
13. Estimated Annual Quantity of Tenant Income Recertification Cases
14. Sample Price Proposal Format
15. Sample Tenant File Review Summary Report
16. Sample LIPH Tenant Income Recertification File Quality Control Log
17. Proposal Submittal Checklist
18. Sample Transmittal Letter
19. Acknowledgement of Addenda

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